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MAY

ELITE PLUS CANADA 2022 ENGINE VALUE PACK - AB, BC, SK ONLY (CLASS 8, GVW UNDER 80K POUNDS)

VSC - VSC10444444

06/16/2023

I. VEHICLE INFORMATION

Make:	INTERNATIONAL	Year:	2015
Model:	SF667	Odometer:	334,843
Vehicle Type:	Truck	Truck ECM:	334,843
VIN:	1HTGSSNT4FH604994		
Engine Make:	N13		
Engine Model:			
Engine Serial:	126HM2Y4308401		

CUSTOMER INFORMATION

First Name:	Spirit Boreal	Phone:	(780) 713-8001
Last Name:	Site Services Ltd	Email:	sherri@denesky.com
Business Name:	Spirit Boreal Site Services Ltd	Street Address:	PO Box 34
City:	Chard	State:	AB
		ZIP / Postal Code:	T9H 5B4

II. Vehicle Service Contract Coverage Effective Date: 06/01/2023

Base Protection Plan: ELITE PLUS CANADA 2022 ENGINE VALUE PACK - AB, BC, SK ONLY (CLASS 8, GVW UNDER 80K POUNDS)	Lienholder Name: COAST CAPITAL SAVINGS FEDERAL CREDIT UNION	Lienholder Address: 800-9900 KING GEORGE BLVD
Protection Plan Term: 24 Mo / 300,000 Kilometres	Lienholder Phone: (888) 517-7000	Lienholder City: Surrey
Coverage: Comfort Package		Lienholder State: BC
Deductible (Deductible to be paid by truck owner at the time of an approved claim): \$500 CAD		Lienholder ZIP: V3T 0K7
Mileage cap: 1,609,000 Kilometres		WRAP: No

DEALER INFORMATION

Vehicle Service Contract Financier: COAST CAPITAL SAVINGS FEDERAL CREDIT UNION, 800-9900 KING GEORGE BLVD, S

Dealer Name: Harbour International Trucks Ltd	Dealer Sales Rep e-mail: brentf@dit.ca	Dealer ID: DL00002330
Dealer Sales Rep Name: Brent Fleischhacker	Main Phone Number:	Sales Rep Phone: (780) 982-7736
Dealer Address: 19880 96 Avenue Langley, BC V1M 0B8		

Value Pack: Engine, Critical Components (ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM and TURBOCHARGER(S)) and Aftertreatment Assemblies.

ENTIRE POLICY: This Policy, together with any endorsements, contains the entire insurance contract between You and the Insurer.

This Policy does not cover any claim that did not receive prior written authorization by the Administrator.

For purposes of the Insurance Companies Act (Canada), this document was issued in the course of Continental Casualty Company's insurance business in Canada.

In witness whereof, Continental Casualty Company has caused this policy to be signed by its Chief Agent at Toronto, Ontario, and countersigned below by duly authorized executives at Chicago, Illinois.

CONTINENTAL CASUALTY COMPANY



CHAIRMAN OF THE BOARD
DINO ROBUSTO



SECRETARY
STATHY DARCY



CHIEF AGENT
NICK CREATURA

III. GENERAL PROVISIONS

A. DEFINITIONS

As used in this Policy:

1. **"ADMINISTRATOR"** means Canadian Truck Protection, ULC o/a Premium 2000+, 400-1020 rue Bouvier, Québec QC G2K 0K9 (877) 950-3200, which is administering this Policy on Our behalf.
2. **"AGGREGATE"** means the most We will pay regardless of the number of times a given part, component, group of components or engine needs to be repaired or replaced.
3. **"BREAKDOWN"** or **"MECHANICAL BREAKDOWN"** means the failure of any part covered by this Policy to work as it was originally designed to work in normal service, providing that it has received customary maintenance as recommended by the manufacturer in the owner's manual. It does not mean the gradual reduction in operating performance due to normal wear and use when the component is within manufacturer's tolerance or specifications. A component will be deemed failed upon Wear-out.
4. **"COSTS"** means the usual and fair charges for parts and labour necessary to repair or replace the covered components under this Policy. These charges shall not exceed the manufacturer's suggested retail (list) price for parts and labour allowances derived from nationally recognized labour time.
5. **"DECLINED COMPONENT"** means any component for which We offer coverage under Section II (Declarations), which You did not select.
6. **"DEDUCTIBLE"** means the amount that You must pay for covered repairs per covered Breakdown as shown in Section II (Declarations).
7. **"EFFECTIVE DATE"** means the later of (1) the Policy Effective Date shown in Section I (Declarations) or (2) if the "WRAP" option is selected in Section II, the expiration of any and all Other Warranty (-ies) covering the engine of Your Vehicle (excluding any OEM recall or campaign, or any Repairer's guarantee relating only to a specific component).
8. **"GVWR CAP"** means the Gross Vehicle Weight Rating (GVWR) Cap identified in Section II (Declarations).
9. **"KILOMETRES"** means the actual kilometres Your Vehicle has traveled as recorded by an unaltered odometer or Electronic Control Module (ECM), whichever shows the greater in kilometres.
10. **"LIENHOLDER"** means the Vehicle Lienholder identified in Section II (Declarations), if such Lienholder (1) financed both the purchase of the Vehicle and this Policy, and (2) holds the first lien on the Vehicle. In all other situations, there is no Lienholder for purposes of this Policy.
11. **"MILEAGE CAP"** means the Mileage Cap identified in Section II (Declarations).
12. **"NON-COVERABLE COMPONENT"** means any component for which We do not offer coverage.
13. **"NON-COVERED COMPONENT"** means any component not covered by this Policy. Non-Covered Components include both Declined Components and Non-Coverable Components.
14. **"OEM"** and **"Original Equipment Manufacturer"** mean the company who manufactured a component and whose label, model number and serial number are on the component.
15. **"OTHER WARRANTY"** means any warranty, OEM recall or campaign, insurance or guaranty, other than this Policy, including a manufacturer warranty, dealer warranty, road club or Repairer's guarantee.
16. **"POLICY"** means this Premium 2000+ Elite Plus Vehicle Warranty Insurance Policy that You have purchased to protect Your Vehicle, including any endorsements to the Policy.
17. **"POLICY PERIOD"** has the meaning set forth in Section III.B.1 below.
18. **"PROGRESSIVE DAMAGE"** refers to damage caused by the failure of one component (the **"PRIMARY FAILURE"**) which causes another component to fail (the **"SECONDARY FAILURE"**). Progressive Damage is limited by Section IV.B.
19. **"REPAIRER"** means a franchised dealer or repair facility with Automotive Service Excellence (ASE), 310T Red Seal or manufacturer recognized certification, or any other repair facility the Administrator has approved to

perform repairs on the Vehicle. Any repairs must receive written authorization in advance from the Administrator, prior to beginning repairs.

20. **"VEHICLE"** means the covered vehicle described in Section I (Declarations).
21. **"WE," "US," "OUR,"** and **"INSURER"** mean the underwriter of this coverage, Continental Casualty Company, 3700-66 Wellington Street W, Toronto ON M5K 1J5, (800) 831-4262.
22. **"WEAR-OUT"** means the inability of a component to perform its intended function within the operating parameters defined by the manufacturer as a result of repetitive action of the component over time under normal and expected operating conditions. In order for a component to be considered a "Wear-out," the component may not have been used for any purpose other than the intended purpose of its design and manufacture during the entire period of the component's use and operation.
23. **"YOU," "YOUR,"** and **"INSURED"** mean the Insured shown in Section I (Declarations).

B. POLICY PERIOD AND COVERAGE LIMITATIONS

1. The term of this Policy (the **"Policy Period"**) is based upon the time or Kilometres for which it is issued according to Your selection under Term Length in Section II (Declarations), beginning on the Effective Date and ending on the earlier of the time or the Kilometres limit being reached.
2. We will pay the Repairer for reasonable Costs to repair or replace the components as listed in Section III.C Coverages and Covered Components due to a Breakdown, less Your Deductible and in accordance with the provisions contained within this Policy. We reserve the right to inspect Your Vehicle to evaluate covered repairs both before and after repairs are made. The use of non-OEM parts is allowed.
3. The Aggregate limit of liability for all covered claims per covered Vehicle during the Policy Period is the lesser of \$55,000 and the retail value of Your Vehicle at time of latest covered Breakdown. Retail value will be defined as (a) the purchase price of Your Vehicle if Your Vehicle was purchased within the six (6) months immediately preceding the Breakdown, or (b) the retail value as stated by Price Digests Truck Blue Book, if the vehicle was purchased more than six (6) months prior to the Breakdown.
4. Final decisions regarding the initial cause of failure are determined by the Administrator. Replacement parts will be the same quality as the covered parts and may include new, re-manufactured or used parts at the Administrator's discretion. Once a part(s) is replaced, the failed part(s) then becomes the property of the Administrator as an exchange for the replacement part(s), including, if appropriate, the component core.
5. This Policy will terminate if You sell Your Vehicle prior to the end of the Policy Period unless the Policy is transferred with Our consent pursuant to Section IV.F.1 below. The Policy will also terminate if the total Kilometres on the Vehicle reach the Mileage Cap unless a waiver addendum has been secured before the Effective Date.
6. Notwithstanding anything contrary in this Policy, this Policy provides coverage for Your Vehicle solely with respect to the specific options You selected in Section II (Declarations).

C. COVERAGES AND COVERED COMPONENTS

The following components if selected under Major Components and Additional Options Section II (Declarations) are covered by this Policy, subject to each component's Aggregate limit set forth below, less Your Deductible:

1. **ENGINE:** Internally lubricated hard parts limited to pistons, piston rings, piston oil cooling jets, wrist pins, connecting rods, caps and caps screws, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arms shafts, rocker arms, pushrods, hydraulic lifters, intake and exhaust valves, intake and exhaust valve guides, valve seats, valve springs, oil pump housing, oil pump relief valves, valve retainers, valve keepers (locks), timing gears, timing gear cover, valve cover, oil pan, oil cooler and housing, knock sensors, manifold absolute pressure (MAP) sensor. The following "non-oil" related components are covered: intake manifold, exhaust manifold, flywheel housing, vibration dampener, and thermostat housing. Additional covered items include the cylinder block casting, cylinder liner, cylinder heads, injector cups, cylinder head bolts and cylinder head gasket. Carbon packing/buildup is covered only if maintained by OEM specifications. Damages resulting from Primary Failures of related components including but not limited to seals and gaskets, fasteners/ retainers, radiators, cooler lines, Jake brakes, thermostat, engine mounts, engine wiring harness, and electronic control devices are not covered.

2. **ENGINE FUEL INJECTORS, WATER PUMP, FUEL PUMP AND ECM:** If selected, engine fuel injectors include complete injector, fuel pump, fuel injector hard lines, and fuel injection pump. Water pump includes water manifold, housing, impeller, bearings, and seals. Water pump repairs are limited to removal and replacement of the water pump unit only. The ECM and the labour to remove and replace it is covered. Coverage does not include upgrades, design changes, alteration, or modification whether by OEM or aftermarket, wiring harness or any related electrical system or component malfunction, contamination, or corrosion; oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, and duct work, linkages, connectors, seals and gaskets, vacuum controls or electrical components. Damages from the Primary Failure caused by contaminated fuel, incorrect or low lubricants or coolant, or by a fuel pump failure due to contamination, are not covered.
3. **TURBOCHARGER(S):** If selected, turbochargers include turbines, turbine shaft, bearings, internal variable vane assembly, turbo actuator, V Pod and turbocharger housing. Turbocharger coverage does not include any damages resulting from the Primary Failure of wiring harnesses, oil, fuel, or coolant lines; external fittings, clamps, bolts, or fasteners/retainers, charge air cooler and duct work, linkages, connectors, seals and gaskets, vacuum controls or electrical components.
4. **AFTERTREATMENT ASSEMBLIES:** If selected, \$10,500 Aggregate. with the exception of the One Box system \$15,000 Aggregate. Aftertreatment electronic control module (ACM), BPV (back pressure control valve), diesel exhaust fluid (DEF) module, DEF injection nozzle, DEF heater control relay, DEF dosing module - wiring harness, DEF heated lines (3), DEF heater coolant control valve, DEF heating elements, DEF heating fittings (3 on supply module), DEF pump and module, DEF solution level/temperature sensor, DEF tank, diesel oxidation catalyst (DOC), diesel particulate filter (DPF), DPF air/fuel/coolant lines, DPF air/fuel/manifold assembly, DPF dosing module, exhaust gas recirculation (EGR) valves, EGR actuator, EGR connecting bellows and clamps, EGR cooler(s), exhaust piping/clamps/gaskets, exhaust throttle valve, hydrocarbon doser injector (HC doser, 7th injector, ARD, AHI module), hydrocarbon doser valve – air/fuel/coolant lines; and inline air filter, hydrocarbon doser valve (Voss valve), selective catalytic reduction (SCR) catalyst, SCR decomposition pipe and pipe elbows. The following sensors BPV pressure sensor, delta P (DPF back pressure sensor / DPF soot / particulate level sensor), DOC inlet pressure, DOC (post) temperature, DOC (pre) temperature sensor, DPF air supply pressure sensor, DPF fuel pressure sensor, lambda (O₂ sensor), NOx (2) sensor, Pressure after exhaust throttle valve sensor, SCR (post) temperature sensor, SCR (pre) temperature sensor and wiring harness - emission systems (including overlay) specified components only and the labour to remove and replace the component are covered. Damages resulting from the Primary Failure of seals and gaskets or fasteners/retainers are not covered.
5. **TRANSMISSION:** If selected, transmission control module (TCM), transmission speed sensor, internally lubricated hard parts of the manual or automatic transmission including shaft(s), gear sets, shift forks, synchronizers, blockers, oil pump, valve body, torque converter, governor, bands, drums, gear sets, bearings, bushings and thrust washers. Required seals and gasket to complete covered repairs are also covered. The transmission case is covered only if damaged by a covered component. Damages resulting from the Primary Failure of related components, including, but not limited to, seals and gaskets, electronic controls, fasteners/retainers, shift levers, linkage, radiators, mounts, external and internal oil coolers and lines, manual transmission clutch- disc, clutch-disc of an electronically controlled, non-hydraulically operated (has no torque converter) transmission, automatic transmission clutch packs, sliding clutch(es), pressure plate, throwout bearing, pilot bearing, hydraulic clutch master and slave cylinder(s), are not covered.
6. **REAR DIFFERENTIAL:** If selected, internally lubricated hard parts including carrier case, gear sets, bearings, bushings, axle shafts, axle housing, limited slip clutch pack, and power divider, including shafts, gears, bearings, and shift fork. Required seals and gaskets to complete covered repairs are also covered. The differential housing is covered only if damaged by a covered component. Damages resulting from the Primary Failure of related components, including, but not limited to, seals and gaskets, fasteners/retainers' electronic controls, shift levers, linkage, radiators, mounts and lines are not covered.
7. **AUXILIARY POWER UNIT (APU):** If selected, \$5,250. Engine Components: internally lubricated hard parts limited to pistons, pistons rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings, crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arm shafts, rocker arms, push rods, hydraulic lifters, intake and exhaust valves and guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs and valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, injectors and water pump. Damages resulting from the Primary Failure of a seal leak or a blown head gasket are not covered.
8. **TRUCK REFRIGERATION UNIT:** If selected, \$5,250. Engine Components: internally lubricated hard parts limited to pistons, pistons rings, piston oil cooling jets, wrist pins, connecting rods, connecting rod bearings,

crankshaft, main bearings, thrust washers, camshaft and cam bearings, cam followers, rocker arm shafts, rocker arms, push rods, hydraulic lifters, intake and exhaust valves and guides, valve springs, constant velocity valve, oil pump housing, oil pump gears, oil pump pick up screen, oil pump pick up tube, oil pump pressure relief springs and valves, valve retainers, valve keepers (locks), timing chain and gears, timing chain tensioners, timing gear cover, valve cover, oil pan, injectors and water pump. Damages resulting from the Primary Failure of a seal leak or a blown head gasket are not covered.

9. **COMFORT PACKAGE™**: If selected, \$8,000. Coverage is limited to the following components: Charge air cooler, radiator, radiator cap, fan clutch, engine air compressor, alternator, starter, starter solenoid, fuel tanks, fuel tank cap, fuel tank valve, radio. Comfort Package does not include charge air cooler piping, charge air cooler mounting, radiator mounting, all belts, tensioners, fan shroud, fan spacer idler, air compressor sprocket, air compressor mounting, air compressor mounting bolts, alternator mounting, alternator pulley, starter AUX relay, fuel tank mounting, fuel tanking piping, fuel tank steps, fuel tank sensors, fuel tank fittings, radio speakers, wiring harnesses, pigtails, communication radio. Damages resulting from the Primary Failure of related components, including but not limited to seals and gaskets, fasteners/retainers, electronic controls, fittings, clamps, bolts, mounting, air lines, coolant lines, contamination or corrosion of fluids are not covered.

HVAC COMPONENTS: HVAC blower motor, HVAC blower motor resister, HVAC temperature control head, HVAC temperature controls, HVAC temperature control valves, HVAC air compressor, HVAC air compressor pulley, HVAC fan hub and HVAC heater core. Comfort Package does not include HVAC lines, HVAC piping, HVAC tubes, HVAC wiring, all belts, tensioners, fan shroud, fan spacer idler, HVAC air compressor mounting and HVAC air compressor mounting bolts. Damages resulting from the Primary Failure of related components including but not limited to seals and gaskets, fasteners/retainers, electronic controls, fittings, clamps, bolts, mounting, air lines, coolant lines, contamination or corrosion of fluids are not covered.

10. **TOWING**: Except as provided in Section III.C.14 below, this Agreement is not a roadside assistance plan; it is strictly for valid, warrantable and approved claims only. We will reimburse You for towing expenses You incur as a result of a Breakdown. Reimbursement will be calculated to the nearest Repairer to the site of the Breakdown. Prevailing hookup and/or towing rates will apply. There is a \$500 limit of liability per covered occurrence and a limit of three (3) occurrences per Policy Period.
11. **RAPID REPAIR GUARANTEE PLUS™**: Covered repairs will be deemed to have commenced on the date upon which the following conditions are met:
- (a) The Administrator must verify that the Breakdown is caused by a covered component under the Policy and that coverage is in force at the time of the Breakdown;
 - (b) Completed claim approval by the Administrator will prompt the start of the countdown on the Rapid Repair Guarantee Plus.

If a repair is not completed within fourteen (14) calendar days of the above criteria being met, You or the Lienholder, as applicable, will be paid a downtime benefit of half Your monthly truck payment, subject to a maximum of \$1,000. If such repairs require longer than thirty (30) days beyond such time, You or the Lienholder will be paid the remainder of Your monthly truck payment, subject to a maximum total benefit of \$2,000.

12. **RENTAL TRUCK**: If selected, the Authorized Administrator must verify that the Breakdown is caused by a covered component under this Agreement and that coverage is in force at the time of the Breakdown. Upon approval, We will reimburse You for the daily or weekly rental rate, as applicable, for a rental truck from a vendor of Your choice while your Vehicle is being repaired due to a covered claim, up to the total days You selected for coverage in Section II (7 or 14 days).

You will be responsible for any deposits required by the vendor You choose, but We will reimburse You for that vendor's daily rate for the number of days the rental truck was authorized up to a maximum of:

\$190 per day / \$951 weekly for a tandem axle day cab
\$216 per day / \$1,078 weekly for a tandem axle sleeper or refrigerated unit
\$127 per day / \$634 weekly for a medium duty box truck or city van

You are responsible for charges related to fuel, mileage, tolls, taxes and any losses or damage to the truck. Without limitation, You shall furnish the vendor, upon request, with proof of requisite insurance coverage. See Your vendor's contract for full details which may supersede the language in this section. Depending on the vendor, a minimum of two (2) years with a valid CDL may be required, and a deposit may be required.

13. **ROADSIDE ASSISTANCE:** If selected, this benefit is provided by a third-party Roadside Assistance provider, rather than Us. See your *Roadside Masters.com Membership Handbook* for full details, including term of coverage, which may differ from this Policy.

IV. LIMITATIONS AND EXCLUSIONS

A. WHAT THIS POLICY DOES NOT COVER

This Policy applies only to Breakdowns occurring within Canada or the United States of America, its possessions and territories. It does not provide coverage for:

1. Your Vehicle, if any of the following occur:
 - (a) Your Vehicle has a Gross Vehicle Weight Rating exceeding the GVWR Cap;
 - (b) The odometer or ECM on Your Vehicle has been stopped, altered or misrepresents Your Vehicle's actual mileage. Factory ECMs/ECUs (electronic control modules/units) parameters, codes, warning systems and alarms cannot be altered and must be in working order at all times while this Policy is in effect;
 - (c) Your Vehicle is used for rental, limousine service, law enforcement, emergency service, security service or snow plowing (without prior written authorization from the Administrator); or
 - (d) Anyone removes or renders inoperative an emission control component from Your Vehicle or engine prior to sale or delivery to purchaser, or if anyone knowingly removes or renders inoperative any emission control component on the Vehicle or engine after sale and delivery to You.
2. Costs incurred to improve operating performance if the component(s) is within manufacturer's tolerance or specification. This includes, but is not limited to, (1) manufacturer's upgrades or design changes, (2) valve and ring repairs designed to improve engine compression, reduce oil consumption, or to remove sludge, or (3) improvements for diminished performance.
3. Any failure regardless of cause, if any maintenance requirement was not performed as outlined in Section IV.C Maintenance Requirements or as required by the OEM.
4. A Breakdown caused by or contributed to by operating the Vehicle without proper levels or specification (type) fluids, lubricants, coolants or using improper or contaminated fluids.
5. A Breakdown caused by corrosion, rust, dirt or dust.
6. Any loss or Breakdown resulting from racing or other competitive driving, operator error, collision, fire, theft, vandalism, riot, war, lightning, earthquake, windstorm, hail, water, freezing, flood, salt, environmental damage or Acts of God.
7. Incidental or consequential loss or damage, loss of time, use, inconvenience, profits, wages, towing expense (except as explicitly provided herein), lodging, meals and storage resulting from a Breakdown, unless covered by our Rapid Repair Guarantee Plus as described in Section III.C.11 above.
8. Any liability or property damage, injury or death of any person, punitive or exemplary damage and/or legal fees, arising out of the operation or use of Your Vehicle.
9. A Breakdown or failure occurring prior to the Effective Date or an improper prior repair whether performed subsequent to purchase of Your Vehicle or prior to the sale date. These conditions may not have been known to the parties at time of Your Vehicle sale. A Breakdown caused by or involving modifications or alterations made to Your Vehicle that were not performed by the manufacturer or selling dealer. Examples include, but are not limited to, emission control, exhaust system and engine modifications.
10. A Breakdown caused by abuse, misuse, negligence, spin-out, shock load, over-rev, towing, overloading or hauling that exceeds the OEM's recommendations for Your Vehicle.
11. A Breakdown or the increased damage caused by the continued operation of an impaired Vehicle. If initial damage can be determined to be a covered component (s), an estimate of damages will be determined by the Administrator and any coverage, if provided, will be limited to those repairs.
12. OEM design issues or changes, Technical Service Bulletins, OEM recalls or OEM upgrades.
13. Any claim that was not authorized in advance by Administrator.
14. Shop materials, hazardous waste disposal charges, freight charges, miscellaneous charges, or any Environment and Climate Change Canada or US EPA charges.

B. PROGRESSIVE DAMAGE

If the Primary Failure of a covered component causes a Secondary Failure to another covered component, We will cover repairs of the Primary Failure and the Secondary Failure up to their respective limits of liability. If the Primary Failure of a covered component causes a Secondary Failure to a Non-Covered Component, We will Cover repairs of the Primary Failure up to its limits of liability. If the Primary Failure of a non-covered component not otherwise excluded herein causes a Secondary Failure to a covered component, We will cover repairs of the Secondary Failure up to its limits of liability, as if the covered component had failed on its own.

C. MAINTENANCE REQUIREMENTS

The recommended OEM maintenance requirements must be followed. Please refer to Your specific operator's manual and service manual for all recommended intervals based on Your specific Vehicle application. We reserve the right to obtain these work orders and receipts which would need to include Your Vehicle Identification Number, the mileage and date of service. We reserve the right to deny coverage if OEM requirements are not followed.

D. IF YOU HAVE OTHER COVERAGE

If an Other Warranty is in force at the same time as Our warranty, We will only pay for covered repairs for which coverage was unavailable under the Other Warranty. For purposes of clarity, a component covered by the Other Warranty, but which claim was denied for any other reason, will be considered covered by the Other Warranty and not by Us. If You have a right to recover against another party for anything We have paid under this Policy, Your rights shall become Our rights.

E. YOUR ASSISTANCE AND COOPERATION

If We request, You agree to assist Us to enforce Your rights against any OEM or Repairer who may be responsible to You for the Costs of repairs We provided.

F. HOW THIS POLICY IS CANCELLED OR VOIDED, INCLUDING REFUNDS AND CHARGES

1. This Policy is between the registered owner of the Vehicle as described in Section I (Declarations) at time of the Effective Date and Us and cannot be transferred or assigned to the next owner of this Vehicle, Lienholder or any other person or entity without the written consent of the Administrator. If We allow a transfer, there will be a transfer fee of \$500 required and We will also require proof of purchase and a vehicle inspection.
2. We may cancel this Policy only for non-payment of any premium or other amounts when due (including without limitation any installment payments on this Policy, if financed), misrepresentation in obtaining this Policy or for submission of a fraudulent claim, by providing You with 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered to You. The 15 days' notice starts to run on the day the registered letter or notification of it is delivered to Your postal address.
3. If We cancel this Policy, We will refund the excess of premium actually paid by You over the prorated premium for the expired Policy Period. The refund will accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund will be made as soon as practicable.
4. We may void this Policy for failure to strictly conform to all terms and conditions as outlined herein. Failure to act as and when required will render this Policy null and void as of the date any requirement was due and not performed. Once voided all rights and privileges afforded by this Policy are forfeited including the validation of any claim and the right to any refund.
5. You may cancel the Policy at any time by calling the Administrator at (877) 950-3200. If You cancel this Policy, We will refund as soon as practicable the excess of premium actually paid by You over the short rate premium for the expired Policy Period.
6. All pro rate and short rate refunds for cancellations of this Policy will be made based upon elapsed time or Kilometres, whichever is greater.
7. The Lienholder may request cancelation of this Policy for non-payment or as a result of documented and verifiable repossession or total loss of the Vehicle within sixty (60) days of the event that caused written request for cancellation, provided it is authorized to do so in the finance agreement. In case of cancellation by the Lienholder, the Lienholder will be named on the refund cheque. An odometer statement showing the Kilometres at the date of request will be required. If We are to supply a refund cheque to the Lienholder as described herein,

the refund cheque shall be in an amount equal to the pro rata portion of the Policy premium We received reflecting the remaining Policy Period less a \$500.00 administration fee. A refund is not available if any claim is pending or has been paid.

G. ALTERNATIVE FUEL AND OIL CHANGE EXTENSION SYSTEMS ACCEPTANCE

We recognize and approve of certain OEM and non-OEM add-on components and systems designed to reduce fuel consumption or are powered by fuels other than diesel fuel or gasoline and/or extend oil change intervals. These alternative components and systems are not covered by this Policy. An initial failure and resulting Progressive Damage of any kind traced to these add-on components must be addressed by alternative component OEM warranty. Damage to these alternative components as a result of a covered component failure will not be covered.

H. CURRENCY

Any and all references to money in this Policy are expressed in Canadian dollars.

V. SANCTIONS

This Policy shall not apply to any trade or activity which is subject to any applicable economic, political or trade sanction, prohibition or restriction. No Insurer nor reinsurer shall be deemed to provide cover, be liable to pay any damage or provide any benefit hereunder to the extent that the provision of such cover, payment of such damage or provision of such benefit would expose the Insurer or reinsurer or any member of the Insurers' group to any applicable economic, political or trade sanction, prohibition or restriction. The Insurer or reinsurer is obligated to comply with all applicable United Nations, European Union, US (including those imposed by the Office of Foreign Asset Control) and Canadian financial restrictions, measures and sanctions, which shall all form part of this clause.

VI. YOUR RESPONSIBILITIES IF YOU HAVE A BREAKDOWN

In the event of a Breakdown You must:

1. Contact Us to report the Vehicle's Breakdown, by calling (877) 950-3200, by email at claims@ntpco.com or through our self-service portal at portal.ntpco.com.
2. Provide Us with any information that We require to determine benefit eligibility under this Policy, including allowing Us to inspect the Vehicle if We ask to do so.
3. Obtain written authorization from Us prior to beginning any covered repairs.
4. Use all means to protect Your Vehicle from further damage (which may include avoiding continued operation of the Vehicle or delays in repair of the Vehicle when such delay may cause Vehicle damage to become worse).
5. Notify the Repairer that Your Vehicle carries a limited warranty agreement through Us. Authorize the Repairer to perform necessary diagnostic work. You will be required to pay the costs of diagnostics if the Mechanical Breakdown is not covered by this Policy. On approved claims a fair and reasonable diagnostic charge, unless otherwise stated, will be included as determined by the Administrator.

VII. STATUTORY CONDITIONS

The following requirements are added to and become part of this Policy and supersede any other provisions to the contrary:

1. **Misrepresentation.** If a person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance that is material to be made known to the insurer in order to enable it to judge the risk to be undertaken, the contract is void as to any property in relation to which the misrepresentation or omission is material.
2. **Property of Others.** The insurer is not liable for loss or damage to property owned by a person other than the insured unless:
 - (a) otherwise specifically stated in the contract; or
 - (b) the interest of the insured in that property is stated in the contract.
3. **Change of Interest.** The insurer is liable for loss or damage occurring after an authorized assignment under the Bankruptcy and Insolvency Act (Canada) or a change of title by succession, by operation of law or by death.

4. **Material Change in Risk.**
- (a) The insured must promptly give notice in writing to the insurer or its agent of a change that is:
 - (1) material to the risk; and
 - (2) within the control and knowledge of the insured.
 - (b) If an insurer or its agent is not promptly notified of a change under subsection (1) of this condition, the contract is void as to the part affected by the change.
 - (c) If an insurer or its agent is notified of a change under subsection (1) of this condition, the insurer may:
 - (1) terminate the contract in accordance with Statutory Condition 5: or
 - (2) notify the insured in writing that, if the insured desires the contract to continue in force, the insured must, within 15 days after receipt of the notice, pay to the insurer an additional premium specified in the notice.
 - (d) **IF THE INSURED FAILS TO PAY AN ADDITIONAL PREMIUM WHEN REQUIRED TO DO SO UNDER CLAUSE (3) (B) OF THIS CONDITION, THE CONTRACT IS TERMINATED AT THAT TIME AND STATUTORY CONDITION 5 (2) (A) APPLIES IN RESPECT OF THE UNEARNED PORTION OF THE PREMIUM.**
5. **Termination of Insurance.**
- (a) The contract may be terminated:
 - (1) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered; or
 - (2) by the insured at any time on request.
 - (b) If the contract is terminated by the insurer:
 - (1) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event may the prorated premium for the expired time be less than any minimum retained premium specified in the contract; and
 - (2) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.
 - (c) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time specified in the contract, but in no event may the short rate premium for the expired time be less than any minimum retained premium specified in the contract.
 - (d) The 15 day period referred to in clause (1) (a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.
6. **Requirements after Loss.**
- (a) On the happening of any loss of or damage to insured property, the insured must, if the loss or damage is covered by the contract, in addition to observing the requirements of Statutory Condition 9:
 - (1) immediately give notice in writing to the insurer;
 - (2) deliver as soon as practicable to the insurer a proof of loss in respect of the loss or damage to the insured property verified by statutory declaration:
 - (i) giving a complete inventory of that property and showing in detail quantities and cost of that property and particulars of the amount of loss claimed;
 - (ii) stating when and how the loss occurred, and if caused by fire or explosion due to ignition, how the fire or explosion originated, so far as the insured knows or believes;
 - (iii) stating that the loss did not occur through any willful act or neglect or the procurement, means or connivance of the insured;
 - (iv) stating the amount of other insurances and the names of other insurers;
 - (v) stating the interest of the insured and of all others in that property with particulars of all liens, encumbrances and other charges on that property;
 - (vi) stating any changes in title, use, occupation, location, possession or exposure of the property since the contract was issued; and
 - (vii) stating the place where the insured property was at the time of loss;
 - (3) if required by the insurer, give a complete inventory of undamaged property showing in detail quantities and cost of that property; and
 - (4) if required by the insurer and if practicable:
 - (i) produce books of account and inventory lists;
 - (ii) furnish invoices and other vouchers verified by statutory declaration; and
 - (iii) furnish a copy of the written portion of any other relevant contract.
 - (b) The evidence given, produced or furnished under clauses (1) (c) and (d) of this condition must not be considered proofs of loss within the meaning of Statutory Conditions 12 and 13.

7. **Fraud.** Any fraud or wilfully false statement in a statutory declaration in relation to the particulars required under Statutory Condition 6 invalidates the claim of the person who made the declaration.
8. **Notice of Loss.** Notice of loss under Statutory Condition 6(a)(1) may be given and the proof of loss under Statutory Condition 6(a)(2) may be made:
 - (a) by the agent of the insured if:
 - (1) the insured is absent or unable to give the notice or make the proof; and
 - (2) the absence or inability is satisfactorily accounted for; or
 - (b) by a person to whom any part of the insurance money is payable, if the insured refuses to do so or in the circumstances described in clause (a) of this condition.
9. **Salvage**
 - (a) In the event of loss or damage to insured property, the insured must take all reasonable steps to prevent further loss or damage to that property and to prevent loss or damage to other property insured under the contract, including, if necessary, removing the property to prevent loss or damage or further loss or damage to the property.
 - (b) The insurer must contribute on a prorated basis towards any reasonable and proper expenses in connection with steps taken by the insured under subsection (1) of this condition.
10. **Entry, Control, Abandonment.** After loss or damage to insured property, the insurer has:
 - (a) an immediate right of access and entry by accredited representatives sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage; and
 - (b) after the insured has secured the property, a further right of access and entry by accredited representatives sufficient to enable them to appraise or estimate the loss or damage but:
 - (i) without the insured's consent, the insurer is not entitled to the control or possession of the insured property; and
 - (ii) without the insurer's consent, there can be no abandonment to it of the insured property.
11. **In Case of Disagreement**
 - (a) In the event of disagreement as to the value of the insured property, the value of the property saved, the nature and extent of the repairs or replacements required or, if made, their adequacy, or the amount of the loss or damage, those questions must be determined using the applicable dispute resolution process set out in The Insurance Act, whether or not the insured's right to recover under the contract is disputed, and independently of all other questions.
 - (b) There is no right to a dispute resolution process under this condition until:
 - (1) a specific demand is made for it in writing; and
 - (b) the proof of loss has been delivered to the insurer.
 - (c) If the claim cannot be settled, the insured has the right to commence legal action against the insurer in a court in the insured's province. The insurer will advise the insured to consult with their legal counsel regarding any time limitations that may affect their right to bring legal action against the insurer.
12. **When Loss Payable.** Unless the contract provides for a shorter period, the loss is payable within 60 days after the proof of loss is completed in accordance with Statutory Condition 6 and delivered to the insurer.
13. **Repair or Replacement**
 - (a) Unless a dispute resolution process has been initiated, the insurer, instead of making payment, may repair, rebuild or replace the insured property lost or damaged, on giving written notice of its intention to do so within 30 days after receiving the proof of loss.
 - (b) If the insurer gives notice under subsection (1) of this condition, the insurer must begin to repair, rebuild or replace the property within 45 days after receiving the proof of loss, and must proceed with all due diligence to complete the work within a reasonable time.
14. **Notice.**
 - (a) Written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.
 - (b) Written notice to the insured may be personally delivered at, or sent by registered mail addressed to, the insured's last known address as provided to the insurer by the insured.